731

This instrument was prepared by

(Name) WILLIAM J. WYNN, ATTORNEY AT LAW

(Address) 3400 Montgomery Highway, Pelham, Alabama 35124

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JACK H. CURRY AND WIFE, WILMA CURRY,

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

JAMES ROGERS FANNING AND CHAMBERS REALTY COMPANY,

(hereinafter called "Mortgagee", whether one or more), in the sum of TWELVE THOUSAND AND NO/100-- Dollars ($ 12,000.00), evidenced by Note of even date.

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And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

JACK H. CURRY AND WIFE, WILMA CURRY,

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Lot 18, according to the map and survey of Chandalar South, First SEctor as recorded in Map Book 5, Page 106, in the Probate Office of Shelby County, Alabama.

Situated in Shelby County, Alabama .

SUBJECT TO:

1. Ad valorem taxes due and payable October 1, 1981.
2. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto.
3. Building lines, restrictions, agreements and rights of way of record.
4. Mortgage to Jefferson Federal Savings and Loan Association, recorded in Volume 396, Page 689, and corrected by Volume 398, Page 658, in said Probate Office, which Grantees assume and agree to pay.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have and To Hold [illegible] forever; and for the purpose of [illegible] or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, [illegible] to keep the improvements on said real estate insured against loss or damage by fire, [illegible] and reasonable insurable value thereof, [illegible] satisfactory to the Mortgagee, with [illegible] payable to said Mortgagee, as Mortgagee's interest may appear, and [illegible] deliver said policies, or any renewal [illegible] to said Mortgagee; and if undersigned fail to keep said property insured as above specified, [illegible] said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's [illegible] own benefit, the policy if collected, to be credited on said [illegible] expended by said Mortgagee for taxes, assessments or insurance, shall become a debt [illegible] additional to the debt hereby specially secured, and shall be covered by this Mortgage, [illegible] interest [illegible] of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned , JACK H. CURRY AND WIFE, WILMA CURRY,

have hereunto set our signatures and seal,s this 28th day of January , 19 81.

Mtg. 18.00
Rec. 3.00
Ind. 1.00
22.00

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1981 JAN 30 AM 10: 21

JUDGE OF PROBATE

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Jack H. Curry (SEAL)
JACK H. CURRY

Wilma Curry (SEAL)
WILMA CURRY

(SEAL)

(SEAL)

19810130000010930 Pg 2/2 .00
Shelby Cnty Judge of Probate,AL
01/30/1981 00:00:00 FILED/CERTIFIED

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned , a Notary Public in and for said County, in said State, hereby certify that JACK H. CURRY AND WIFE, WILMA CURRY,

whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28th day of January , 1981.

[signature] Notary Public.

THE STATE of
COUNTY

I, , a Notary Public in and for said County, in said State, hereby certify that

whose name as of

a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the day of , 19

...., Notary Public

Return to:

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203